

1. Who we are

MSG Tours Limited (company registered in England and Wales under number 09861392), whose registered office is at Marble Hall, 80 Nightingale Road, Derby, DE24 8BG, England ("We" / "Us" / "Our" / "MSG Tours") is the travel organiser for your holiday. We are licensed under the ATOL scheme and our ATOL number is 11101.

2. Organising your holiday/tour/trip

2.1 When you book your travel arrangements with Us, you guarantee that you have the authority to accept and do accept on behalf of your group the terms of these Booking Conditions. When you make the booking on behalf of your group, you will be the "Tour Leader", for the purposes of these Booking Conditions.

2.2 If you make a booking with Us for a package, then We are your package provider and a contract for a package with Us will exist between Us and you as soon as We issue our confirmation invoice to you. When We make reference to a 'package holiday/tour/trip with Us' in these Booking Conditions, it is in reference to such a contract with Us for a package as detailed in this paragraph.

2.3 When We organise your holiday/trip/tour, We source travel arrangements which form your holiday/tour/trip from carefully selected suppliers who complete Our health and safety assessment questions. We appreciate that safety is paramount and suppliers are chosen in consideration of general safety standards.

2.4 When We organise a tour/trip for a school, We assess suppliers seeking the highest level of safety standards from those suppliers. As members, We use the School Travel Forum's Standards as a guide for assessing those standards.

2.5 When you book a trip/tour you (as the Tour Leader) agree that you will be solely responsible overall for supervising the group and that We shall not be responsible for the conduct of anyone included in the group.

2.6 You represent and warrant that you and everyone travelling with you are physically and otherwise fit to travel. The tour/trip visits difficult destinations, often with difficult terrain, crossings or in countries where facilities available to guests in those countries may not be sufficient if you (or anyone in your group) is not able to walk without assistance or accompaniment. There may also be restrictions (due to the types of tour/trip that you may contemplate joining) on the equipment or additional aids that you (or a member of your group) may wish to bring with you for your comfort or ease if you are not able to walk or manoeuvre without assistance or accompaniment. You therefore need to check with Us at the time of booking to see whether the proposed tour/trip that you and your group wish to join are appropriate for you and all members of your group. We may ask you to go through various questions to check whether travelling on the proposed tour/trip is possible for you and all members of your group, and may make suggestions for how the tour/trip could be taken with certain adjustments (if required), or whether a different tour/trip may need to be offered to you, in order to fit with any requirements that you or any member of your group may need to have in place in terms of assistance or accompaniment to be able to enjoy their holiday. Regrettably, We cannot provide individual assistance to a guest for walking, dining or other personal needs, including with dealing with medical conditions, whilst on your tour/trip.

You are solely responsible for checking (on your own behalf as the Tour Leader and on behalf of all those in your group) with your (or the group member's) doctor as to which vaccination (including from any specific illness or exposure to animals) or medication are recommended or required for those countries for those travelling and for any assistance that may be required.

2.7 Special requests. If you wish to make any special requests relating to your booking then you must inform Us of your special requests at the time of booking. We cannot guarantee that We, or any of Our suppliers, will be able to comply with any special request. Where We and Our suppliers are able to comply with your special request then this will be confirmed to you in writing. Where We have not confirmed any special request in writing, then We shall not be responsible for not complying with that special request as this would not have formed part of Our contract with you.

3. Financial Protection

We shall ensure that you are given financial protection for your booking as follows.

MSG Tours Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with MSG Tours Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of MSG Tours Ltd. This insurance has been arranged by The Travel Vault in conjunction with Towergate Travel through Zurich Insurance PLC.

Claims

In the unlikely event of Insolvency, you must Inform Towergate Chapman Stevens immediately on +44(0) 1932 334140 or by email at tcs@towergate.co.uk. Please ensure you retain the booking confirmation form as evidence of cover and value.

Policy exclusions:

This policy will not cover any monies paid for Travel Insurance

3.1 Flight inclusive package only

When We sell you a flight inclusive package then We are the principal provider of that package and We are responsible to you for ensuring that your package holiday/tour/trip (including the flight) is made available and properly provided, subject to these Booking Conditions.

We will provide you with financial protection for the flight inclusive package under our ATOL granted to Us by the Civil Aviation Authority ("CAA"), therefore in the unlikely event that We should become insolvent, the CAA shall ensure that you are either refunded the money paid for the flight inclusive package, or ensure that you are repatriated if you are already abroad.

We will issue you with an ATOL Certificate on the receipt of first payment from you for your flight-inclusive package (as per Clause 4.2). The ATOL Certificate lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where We aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If We are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

4. Booking Confirmation

4.1 When We make a booking for your holiday/tour/trip (either from details provided by you over our Website, email or over the telephone to Us), we use the details you have provided to Us, therefore it is important that all the names, addresses and dates for travel that you have provided to Us are correct. We shall forward to you a Booking Confirmation with full details of the holiday/tour/trip booking. Please check this through thoroughly upon receipt to ensure that these details are correct and notify Us as soon as possible (and in any event within 7 days) if these details are not correct. Making changes to a confirmed booking may incur charges (as detailed below), therefore it is important that you ensure that information provided to Us is correct to avoid any charges being incurred.

4.2. We will send you a confirmation invoice for your holiday/tour/trip. If We are making flights available to you as part of your holiday/tour/trip, We shall forward to you the ATOL Certificate, confirming our ATOL details, on the receipt of first payment from you. The ATOL Certificate is an important document, therefore please keep this safely in case you need to rely on this to claim your financial protection as mentioned above. We shall also send to you confirmation of full details of your package holiday/tour/trip within three (3) working days from the date of booking.

5. Price and Payments

5.1 When you make a booking with Us, you will be required to pay either an initial deposit and further payments with a balance, or the total cost of your holiday/tour/trip at the time of booking, depending on how close it is to the time of your departure when you make your booking. You will be told at the time of making your booking what the price of your package is and whether you are required to pay the total cost straight away, or if you are able to pay a deposit, further staged payments and balance for the cost of your holiday/tour/trip. Where you are able to pay a deposit, further staged payments and a balance, then the amounts payable by you at each stage will be confirmed to you at the time of booking. All final balance payments will be due by no later than 10 weeks before departure date. If your trip/tour contains additional services which are costed/added after your initial booking, then We will issue you with a revised booking confirmation setting out any additional sums paid, together with a revised ATOL Certificate (if applicable).

5.2 When We make our packages available to you, then if you do not pay the balance of amount due to Us for your holiday by the due date, as detailed in Clause 5.1 above, then we may cancel your travel arrangements and retain any deposit or other staged payments you have paid to Us. We reserve the right to charge an administration fee of £50 per booking in addition to the sums due from you in connection with your holiday/tour/trip where We are processing a late payment from you. The price of the package includes the amount payable per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in the prices for your package confirmed to you at your time of booking and will be shown separately on your confirmation invoice.

When you are booking a package with Us, you should be aware that there may be changes in transportation costs, including the cost of fuel dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another package if We are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should the price of your package go down due to the changes mentioned above, by more than 2% of your package cost, then any refund due will be paid to you. However, please note that travel arrangements are not always

purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

5.3 If you decide to alter your travel arrangements whilst abroad, this is your own responsibility and We are not responsible for any extras or difficulties that may arise with onward travel and as a result of such alterations. No credit or refund is possible for any lost, mislaid, stolen or destroyed documents which could be the subject of a claim on your insurance.

6. Cancellation / amendments to your booking

6.1 If you wish to cancel or amend a booking, then you must notify Us in writing of what amendments or cancellations you wish to make. However, please note that you may not be able to amend or cancel a booking once it has been confirmed, or if the supplier does allow for this, it may incur a 100% cancellation charge. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the table at the bottom of these Booking Conditions. We shall endeavour to make amendments or cancellations of your travel arrangements where possible and shall confirm any agreed amendments or cancellations to you once completed, together with any applicable costs or charges. We also reserve the right to charge a non-refundable amendment fee of £50 per person in addition to any increase in the cost of the revised arrangements.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6.2 If you have booked a package with Us, We may need to make changes to your travel arrangements. Although this is unlikely, We reserve the right to do so at any time. Most of these changes will be minor and We will advise you of them at the earliest possible date. Where your holiday/tour/Trip includes a sports fixture or other event, you acknowledge that such fixtures or events may have to be amended or cancelled before or after departure. We have no control over the local organising body and/or any decisions made concerning the fixtures or events and no responsibility for the acts or omissions of other teams or their members. If your planned fixture(s) and/or event(s) are amended, moved or cancelled, you acknowledge and agree that this will be considered as a 'minor change' and We will not be liable to you for any compensation or responsible for any other losses, damages, costs, expenses or liabilities arising out of or in connection with such amendments, movements or cancellation. We will endeavour to help arrange a similar replacement fixture(s) and/or event(s) (where possible) and We shall pass on any refund We receive from the supplier of that fixture(s) and/or event(s) once We receive this from the supplier. This sets out Our entire responsibility in connection with such fixture(s) and/or event(s) which may be included in your tour/trip.

6.3 We also reserve the right in any circumstances to cancel your travel arrangements. However, we will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of force majeure (as defined below) or failure by you to pay the final balance. If We are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from Us, if available (We will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, We will pay to you compensation as set out in this clause.

6.4 Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes are changes to aircraft type, or change of accommodation to another of the same standard.

If We make a major change to your holiday, We will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (We will refund any price difference if the alternative is of a lower value), or cancelling your booked package and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, We will pay compensation as detailed in the table set out at the bottom of these Booking Conditions.

The compensation that We offer does not exclude you from claiming more if you are entitled to do so.

* Force Majeure This means that We will not pay you compensation if We have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include (but are not limited to) war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, weather conditions where these may affect undertaking certain activities or acts of God.

Please note that where you book a tour/trip which involves skiing or another activity that is weather dependent, the We cannot be responsible for those weather conditions where they do not allow you to undertake your relevant activities. We will work with other providers to try and move you to an alternative resort if you request, but please note that this would be classified as a change requested by you and would be subject to additional fees payable in connection with that resort change. As these circumstances are outside of Our control, they would be classified as force majeure and therefore We would also not be responsible for any compensation to you.

6.5 We reserve the right to cancel your tour/trip, if the minimum number of people required for a particular tour/trip is not reached. Where the minimum number of people required for a particular tour/trip is not reached then We notify you in writing before 70 days in advance of your proposed tour/trip.

In the case where you wish to keep the tour/trip booked with a small number of people included in the group, then you agree that We will charge an

additional fee per person when minimum numbers are not reached and you will accept that change as a price adjustment for each group member.

In the case where We have to cancel your tour/trip when minimum numbers are not reached, We offer the choice of an alternative tour/trip of comparable standard, if available (We will refund any price difference if the alternative is of a lower value), or a full refund of all moneys paid. If it is necessary to cancel your travel arrangements for this reason then this will not be classified as a cancellation due to surcharging or a major change and will not entitle you to any compensation in addition to the refunded monies paid in the event of such cancellation.

7. Travel information

Please note that We can provide general information about the passport and visa requirements for your holiday/tour/trip, but your specific passport and visa requirements (as the Tour Leader, and for all those in your group), and other immigration requirements, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Any information supplied by Us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

The passport, visa and health requirements at the time of booking can be viewed on the Foreign and Commonwealth Office website (www.fco.gov.uk). It is your responsibility to ensure that you and all members of your group are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. If you or any member of your group is not a British Citizen or holds a non-British Passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) you are travelling to or through. Neither We, nor the supplier(s) of travel services, accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure.

8. Complaints

If you have a problem during your holiday/tour/trip, please follow the procedure detailed below to try and resolve a complaint as soon as possible and preserve your entitlement to any applicable compensation. We are available 24 hours per day and will do Our utmost to resolve complaints quickly and amicably whilst on your holiday/tour/trip. If you have no holiday/tour/trip representative, any complaints should first be raised with the supplier concerned (as mentioned above). If you have a holiday/tour/trip representative, please immediately raise any complaint with them and, where appropriate, the supplier concerned. If the matter is not settled promptly please inform Our office immediately (during your holiday/tour/trip). If the complaint remains unresolved or you were unable to contact Us, the complaint must be put in writing to Us within 28 days of the date of return. Only the Tour Leader should contact Us on behalf of the group. If you fail to follow this procedure, your right to claim compensation you may otherwise have been entitled to may be affected or even lost as a result.

9. Conduct

9.1 You accept sole responsibility for the proper conduct of all members of your group during your holiday/tour/trip. The suppliers of travel services reserve the right at any time to terminate the holiday/tour/trip of any group member(s) whose behaviour is such, in the reasonable opinion of the supplier, to cause or to be likely to cause danger, upset, harassment or distress to anyone else or damage to other persons or to property. No refund will be given in the event of you, or any member of your group, being requested to cease your holiday/tour/trip in such circumstances. Furthermore, We shall be under no obligation whatsoever to pay compensation to you or any member of your group, or meet any costs or expenses (including but not limited to alternative accommodation) you, or any member of your group, may incur as a result of your stay being terminated in accordance with this clause.

9.2 If you, or any member of your group, cause damage to any accommodation in which you are staying or to any property of suppliers of tours, excursions or other elements of your holiday/tour/trip arrangements, including any equipment used in connection with the travel services, or any damage or injury to any person, you must fully reimburse the accommodation provider or relevant supplier concerned for the cost of the damage before the end of your holiday/tour/trip (if the cost has been established by then), or as soon as it has been established if later. You must also indemnify Us for the full amount of any claim (including all legal costs) made against Us by the relevant supplier or third group as a result of such damage caused.

10. Liability

10.1 If you have booked a package with Us and your holiday/tour/trip is not performed or is improperly performed as a result of failures attributable to a third group unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our or the suppliers' control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which We or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, We will offer you such prompt assistance as is reasonable in the circumstances.

10.2 When you have booked a package with Us and if the contract for the provision of the travel services is not performed or is improperly performed by Us or our suppliers, We will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, We will not be liable where any failure in the performance of the contract is due to: you; or a third group unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of

which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

10.3 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

10.4 Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from Us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from Us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk.

10.5 In the unlikely event of your flight services being subjected to lengthy delay, arrangements for meals, overnight accommodation, etc, should be met by your airline. Conditions of carriage applicable to the relevant airline for your booking are available on request.

11. Carriers

In accordance with EU Regulations We are required to advise you of the actual carrier operating the flight, connecting flight (if any) and transfer which may be provided to you as part of your holiday/tour/trip. The potential carriers likely to be used are available on request, as these may vary depending on the type of holiday/tour/trip that you want to take and which potential carriers would fly to those destinations. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change will be deemed as a minor change. Other minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

12. Travel Insurance

We recommend that you have in place appropriate travel insurance in order to cover you and your group, including for all activities included in your holiday/tour/trip. You are required to have such insurance in place as a condition of Our Contract with you.

13. Data protection

Information you have provided to Us for your booking will be forwarded on to the relevant suppliers of your holiday/tour/trip, so that the travel services can be provided to you. This applies to any sensitive personal data that may have been provided to Us when making your booking for the purposes of arranging your holiday/tour/trip. As this data may need to be transferred outside the European Economic Area in order for your holiday to be provided to you, then you agree that We may transfer your data (and the data of those in your group) to those suppliers for his purpose. Please read our Privacy Policy for further details.

14. Law and Jurisdiction

These Booking Conditions are governed by the laws of England and Wales and the jurisdiction of the English courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

15. Arbitration

It is unlikely that you will have a complaint that cannot be settled amicably between Us and/or the suppliers. However, disputes arising out of or in connection with this contract and/or any contracts with your suppliers should be brought to our attention at the earliest opportunity to enable Us and/or the suppliers to resolve matters as quickly as possible. If the matter cannot be settled amicably, you may wish to use an alternative dispute resolution procedure. We are a Member of ABTA under membership number Y6465. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

16. Suitability of accommodation or activities

Depending on your holiday/tour/trip, your accommodation may be in alpine areas or areas where they might be difficult to get to, and activities may involve a certain level of physical fitness. Accommodation in alpine areas often has steps, steep gardens or other features you may not be accustomed to and activities (such as skiing) which may need training. We will highlight on our advertising literature any features We feel may need to be notified to you or any accommodation and/or activities that is/are suitable for disabled access or participation.

It is the responsibility of you and any members of your group to exercise reasonable care when in the accommodation and undertaking activities and to suitably supervise any or all children in your group at all times. We only accept responsibility for loss or damage caused including personal injury when We are directly responsible as a result of our negligence.

17. Acceptance of Risk

You acknowledge that elements of your holiday/tour/trip which include physical activity may involve personal risk. These risks may include illness, injury, death, disease, loss or damage to property, discomfort and inconvenience. You, in making the booking for you and your group and participating in a physical activity, accept such risks and agree that you have made the booking for you and your group and that you and all those in your group will participate in the activity upon the condition that you do so at your own risk. We only accept responsibility for loss or damage caused including personal injury when We are directly responsible as a result of our negligence.

	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY/TOUR/TRIP *
<i>Period before departure within which notice of Cancellation or major change is received by us or notified to you</i>	<i>Amount you will receive from us</i>	<i>Amount you will receive from us</i>
More than 70 days prior to departure	None	Deposit, together will all payments received
69-30 days prior to departure	£20 per person	100% of holiday/tour/trip cost paid plus £20
29-14 days prior to departure	£30 per person	100% of holiday/tour/trip cost paid plus £30
13-9 days prior to departure	£40 per person	100% of holiday/tour/trip cost paid plus £40
8-0 days to day of departure	£50 per person	100% of holiday/tour/trip cost paid plus £50

IF YOU CANCEL YOUR HOLIDAY/TOUR/TRIP	
<i>Period before departure within which notice of Cancellation or major change is received by us or notified to you</i>	<i>Amount of cancellation charge</i>
More than 70 days prior to departure	Deposit, together with all payments received
69-57 days prior to departure	70% of holiday/tour/trip cost
56-29 days prior to departure	80% of holiday/tour/trip cost
28-15 days prior to departure	90% of holiday/tour/trip cost
14 days to day of departure	100% of holiday/tour/trip cost